NO. 48270-3-II

IN THE COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION II

TAYLOR R. GILBERT,

Appellant,

v.

BRIAN BLYTH, and JULIE BLYTH, husband and wife, and MATTHEW BLYTH,

Respondents.

REPLY BRIEF OF APPELLANT

Barbara J. Rhoads-Weaver,
WSBA No. 34230
Sustainable Law, PLLC
Attorney for Appellant
P.O. Box 47
Vashon, WA 98070
Phone: (206) 259-5878
Fax: (206) 260-3469
Email: barb@sustainablelawpllc.com

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Statutes

Rules

Regulations

I. INTRODUCTION

Ms. Gilbert,[1] the appellant here and plaintiff below, seeks reversal of the trial court's order offsetting the liability judgment entered against the Blyth family, respondents here and defendants below, for the full amount of PIP benefits paid by the non-party insurer, Allstate. Gilbert has consistently and objectively manifested her position that the tortfeasors are not entitled to a post-judgment offset for payments made under personal injury protection (PIP) coverage and that she does not agree to settle the disputed right to reimbursement with Allstate because she has not been fully compensated/made whole and because Allstate has not paid its pro rata share of the legal expenses Gilbert incurred to secure the judgment.

II. ARGUMENT

A. Standard of Review

The parties agree issues involving construction of an offer of judgment are reviewed de novo.[2] Presumably the Blyths also agree that (a) factual disputes are usually reviewed for clear error and (b) the trial court's decision to grant an offset is reviewed for an abuse of discretion because the Blyths' brief is silent on these issues.[3]

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[1] In the Brief of Respondent, Gilbert is referred to by the male pronouns "he" and "his." However, there should be no dispute that Ms. Gilbert is female.
[2] Opening Brief of Appellant at 7; Brief of Respondents at 7.
[3] *Id.*

B. The Blyths are not entitled to an offset for PIP funds Allstate paid to Gilbert's medical providers.

Although they dispute the ultimate conclusion, the Blyths either agree with or do not dispute each argument and rationale Gilbert sets forth in sections B.1 through B4 of the Opening Brief of Appellant[4] as to why the trial court's decision to grant the tortfeasors an offset for the full payment of PIP benefits by a non-party insurer lacks a tenable basis.

1. From *Mahler* to *Matsyuk*, the Washington Supreme Court has consistently recognized that PIP coverage is separate from liability or UIM coverage, even when provided by the same insurer.

Section B.1. of the Opening Brief of Appellant[5] addresses Gilbert's first issue pertaining to assignments of error.[6] The Blyths misquote Gilbert's first assignment of error,[7] which correctly quoted asks "[d]oes Washington treat payments made by a PIP insurer as being made by the tortfeasor entitling the tortfeasor to a setoff for the full amount of PIP benefits paid?" The Blyths concede *Matsyuk*,[8] which presented the same factual situation as this case, answers the question.[9]

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[4] Opening Brief of Appellant at 8-14.
[5] *Id.* at 8-10.
[6] *Id.* at 2.
[7] Brief of Respondents at 16 ("Does Washington treat payments made by the tortfeasor entitling the tortfeasor to setoff for the full amount of PIP benefits made.").
[8] *Matsyuk v. State Farm Fire & Cas. Co.*, 173 Wn.2d 643, 272 P.3d 802 (2012).
[9] *Id.*; *accord* RP at 11-12 (Gilbert's counsel informing the trial court that *Matsyuk* presented the same factual situation); and CP 14.

In *Matsyuk*, the funds insurers paid under PIP policies held by the tortfeasors were not treated as if made by the tortfeasors, and thus, the tortfeasors were not entitled to take full setoffs against the liability judgments. *Matsyuk* held that PIP coverage and liability coverage, even when provided by the same insurer, are treated as separate policies and that the well-established rules of full compensation/made whole and pro rata legal expenses sharing apply before PIP insurers are entitled to a right of reimbursement.[10]

Just as the Blyths were not entitled to an offset for PIP benefits paid by Gilbert's insurer USAA, applying *Matsyuk*, the PIP benefits paid by Allstate are not treated as if they were paid by the Blyths and the Blyths are not entitled to a post-judgment setoff against the liability judgment for the PIP benefits paid by Allstate. Accordingly, the trial court's order regarding offset lacks tenable grounds[11] and should be reversed because it failed to apply and is contrary to *Matsyuk*.

2. PIP insurers in Washington have no right to reimbursement until the injured plaintiff has been fully compensated and made whole.

The Blyths agree with Gilbert and recognize the well-established law that PIP insurers in Washington have no right to reimbursement until

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[10] *Matsyuk*, 173 Wn.2d at 655-56.

[11] A trial court that misunderstands or misapplies the law bases its decision on untenable grounds. *Little v. King*, 160 Wn.2d 696, 703, 161 P.3d 345 (2007).

the injured plaintiff has been fully compensated and made whole.[12] Moreover, the Blyths appear to concede that their liability insurer Allstate was attempting to avoid application of this well-established law through the Blyths' CR 68 offer.[13] However, contrary to Blyth's argument, Plaintiff's Notice of Acceptance of CR 68 Offer of Judgment provides no grounds for Allstate to avoid the well-establish law that it has no right to reimbursement of PIP benefits until it proves that Gilbert has been fully compensated and made whole by the liability judgment against the Blyths.

While Gilbert accepted the offer to have a liability judgment entered against the Blyths for $55,249.00, Gilbert also objectively manifested her objection to a post-judgment offset against the liability judgment for PIP payments. Specifically, Plaintiff's Notice of Acceptance of CR 68 Offer of Judgment provides in relevant part: "Defendants are not entitled to an offset of the judgment because they have paid no sums to Plaintiff. Allstate is not a party to this action, and Plaintiff does not agree to enter into an agreement with Allstate regarding disputed issues related to PIP benefits paid by Allstate."[14] Gilbert's objective manifestation cannot be reasonably construed as grounds for Allstate to avoid the well-established rule.

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[12] Brief of Respondents at 17.
[13] *Id.*
[14] CP 34 (emphasis added).

Applying the full compensation/made whole rule, which the Blyths concede is well-established law,[15] the trial court's order regarding offset lacks tenable grounds and should be reversed. The Blyths provide no authority contrary to *Bierce*[16], which held Safeco was not entitled to reimbursement of PIP funds from payment of a judgment secured by acceptance of an offer of judgment because there had been no evidentiary finding that the Bierces were fully compensated by payment of the judgment.[17] Nor does *Matsyuk* provide authority to the contrary because the parties in the consolidated cases did not dispute the issue of whether the plaintiffs had been made whole.[18]

In this case, there was no evidentiary finding, nor is there any basis for such a finding,[19] that payment to satisfy the $55,249.00 judgment Gilbert obtained under CR 68 would fully compensate her and make her whole. Until Allstate proves Gilbert has been made whole by payment of the liability judgment, there is no common fund from which Allstate may have a right of reimbursement. Thus, the order regarding offset lacks tenable grounds and should be reversed.

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[15] Brief of Respondents at 17.
[16] *See* Opening Brief of Appellants at 11-12 and 15-16 (discussing application of *Bierce* to this case).
[17] *Bierce v. Grubbs*, 84 Wn. App. 640, 929 P.2d 1142 (1997).
[18] *Matsyuk*, 173 Wn.2d at 648-49.
[19] *See* Opening Brief of Appellants at 16-17 (discussion regarding no tenable basis for implicit conclusion that Gilbert would be fully compensated and made whole by the judgment).

3. PIP insurers must pay their pro rata share of legal expenses in order to be reimbursed from common funds secured by injured insureds.

The Blyths agree with Gilbert and recognize the well-established law that a PIP insurer must pay its pro rata share of legal expenses in order to be reimbursed from a common fund secured by an injured insured.[20] The Blyths also appear to concede that their insurer Allstate was attempting to avoid application of this well-established rule through the Blyths' CR 68 offer of judgment. As discussed above, Plaintiff's Notice of Acceptance of CR 68 Offer of Judgment provides no grounds for Allstate to avoid application of well-establish law because Gilbert objectively manifests her objection to and rejection of an offset for PIP benefits paid by Allstate.

Before a PIP insurer is entitled to enforce a right of reimbursement from a common fund created by an injured PIP insured's efforts, it must pay its pro rata share of the legal expenses (both costs and attorney fees) incurred by the injured PIP insured to create the common fund; because if the insured is forced to pay the expenses associated with recovery for the PIP insurer, then the insured is left less than fully compensated in

[20] Brief of Respondents at 17.

violation of Washington's public policy and well-established full compensation/made whole rule.[21]

Because the rule from *Matsyuk* applies to this case, if the PIP insurer Allstate is able to establish that payment of the judgment against the Blyths fully compensates Gilbert, then in order for Allstate to enforce a right of reimbursement of PIP payments, Allstate must pay its pro rata share of the legal expenses Gilbert incurred to secure the judgment, which created the common fund. Because the trial court's order regarding offset fails to apply and is contrary to *Matsyuk* by forcing Gilbert to pay Allstate's pro rata share of legal expenses to obtain the judgment, it lacks tenable grounds and should be reversed.

4. The Blyths' argument that they are entitled to a full setoff against the judgment for PIP funds Allstate paid to Gilbert's medical providers is without merit because it is undisputed that the payments were made under the PIP policy rather than the liability policy.

The Blyths appear to have abandoned the argument they made to the trial court alleging that the PIP benefits paid by Allstate were paid on the Blyths' behalf, and thus, that they are entitled to a post-judgment setoff of the full amount of PIP benefits paid by Allstate.[22] By abandoning the argument they made to the trial court, the Blyths essentially concede that

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[21] *Winters v. State Farm Mut. Auto. Ins. Co.*, 144 Wn.2d 869, 878-79, 31 P.3d 1164 (2001).
[22] RP at 10; CP 27-32.

Gilbert correctly informed the trial court that the payments were not made by the Blyths and are not treated as being made by the Blyths under Washington law.[23] There is no tenable ground for setting off the liability judgment against the Blyths by the PIP payments made by Allstate, and the trial court's order should be reversed.

C. The right of reimbursement dispute between Gilbert and Allstate, who is not a party to this lawsuit, was not before the trial court.

The Blyths appear to concede that Allstate is not a party to this lawsuit by stating "there is no cause of action for bad faith or breach of the insurance regulations plead in the Complaint."[24] Parties injured in motor vehicle collisions have claims against the at-fault drivers/tortfeasors, but not against the tortfeasor's insurance carriers.[25] Thus, Gilbert did not have grounds to pursue claims of bad faith, breach of contract, violation of the Consumer Protection Act, RCW 19.86, and violation of the Insurance Fair Conduct Act, RCW 48.30 against Allstate at the same time that she filed her Complaint against the Blyth tortfeasors. The grounds for Gilbert to pursue such claims against Allstate did not arise until Allstate violated WAC 284-30-330 by trying to condition settlement under the liability

[23] RP at 5-6 and 12-13; CP 12.
[24] Brief of Respondents at 19.
[25] *Mahler v. Szucs*, 135 Wn.2d 398, 423, 957 P.2d 632 (1998).

portion of the insurance coverage on settlement under the PIP portion of the insurance coverage.[26]

The only parties to this lawsuit are Gilbert and the Blyths. Allstate, which provided the Blyths' liability coverage and PIP coverage to Gilbert, is not a party to this lawsuit, and the dispute between Gilbert as PIP insured and Allstate as PIP insurer over a right of reimbursement was not before the trial court.

Accepting an offer of judgment does not establish whether a plaintiff has been made whole and fully compensated.[27] Allstate may not recover before Gilbert, the PIP insured, has been fully compensated.[28] The Blyths' reliance on *Jenbere*[29] for the assertion that non-party Allstate could use a CR 68 offer by the tortfeasors to address the disputed issues of whether Gilbert was made whole, and thus, whether Allstate has a right to PIP reimbursement, is misplaced.[30] *Jenbere* neither addressed the issues nor overruled *Bierce*, which directly addressed and decided the issues.

In *Bierce*, the Court of Appeals was asked to decide if an insurer that made PIP payments was entitled to reimbursement out of an accepted

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[26] Opening Brief of Appellant at 19-20.
[27] *Bierce v. Grubbs*, 84 Wn. App. 640, 642, 929 P.2d 1142 (1997); *cf Liberty Mut. Ins. Co. v. Tripp*, 144 Wn.2d 1, 22-3, 25 P.3d 997 (2001) (holding no presumption of full compensation upon settlement acceptance and it was unknown if the plaintiffs had been fully compensated by the settlement).
[28] *See Thiringer v. American Motors Ins. Co.*, 91 Wn.2d 215, 219-220, 588 P.2d 191 (1978) (articulating rule of full compensation).
[29] *Jenbere v. Lassek*, 169 Wn. App. 318, 279 P.3d 969 (2012).
[30] Brief of Respondents at 9-11.

offer of judgment without evidence or findings that the plaintiff had been fully compensated by the judgment.[31] *Bierce* recognized the well-established principle that PIP insurers may seek reimbursement only if the injured party has been fully compensated and made whole.[32] Applying the rule, *Bierce* reversed the trial court's order requiring reimbursement to the PIP insurer because there was no evidentiary finding that the plaintiff was fully compensated by payment of the judgment.[33]

Similarly in this case, there has been no jury trial or other evidentiary hearing to determine whether Gilbert is made whole and fully compensated by a judgment of $55,249.00. Thus, there is no tenable basis for the trial court to implicitly reach such a conclusion and enter a post-judgment offset for PIP reimbursement.

Because Allstate is not a party to this lawsuit, the dispute between Allstate and Gilbert as to whether Allstate has a right of reimbursement for PIP benefits paid to Gilbert's medical providers was not before the trial court. There is no tenable basis for the trial court to determine Gilbert was fully compensated by the judgment,[34] which is necessary before a right to reimbursement exists. Thus, the order regarding offset should be reversed.

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[31] *Bierce*, 84 Wn. App. at 642.
[32] *Id.*
[33] *Id.*, at 642-646.
[34] Opening Brief of Appellant at 16-17.

D. A non-party PIP insurer may not use CR 68 to avoid application of well-established law and to violate the Consumer Protection Act and insurance regulations.

The Blyths reliance on *Jenbere*[35] and *McGuire*[36] for the proposition that CR 68 authorizes a non-party PIP insurer to avoid application of well-established law and to violate the CPA, IFCA and insurance regulations is misplaced.

First, contrary to the Blyths assertion that *McGuire* "involves the payment of attorney fees in a CR 68 offer,"[37] *McGuire* involves a settlement offer under RCW 4.84.250.[38]

Second, the plaintiff's complaint in *McGuire* included a claim for attorney fees and there is nothing in the opinion to suggest that the plaintiff's acceptance of an offer to settle all claims for a certain sum expressed an objection to including the claim for attorney fees in the sum. Accordingly, the facts in this case are easily distinguished from those in *McGuire*. Allstate has not asserted a claim in this case against Gilbert seeking reimbursement of PIP benefits paid. Similarly, Gilbert has no right to seek a claim for pro rata legal expenses under *Matsyuk* from the Blyths. Moreover, Gilbert objectively manifested her objection to the Blyths

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[35] Brief of Respondents at *passim*.
[36] *Id.* at 12-13.
[37] *Id.* at 12.
[38] *McGuire v. Bates*, 169 Wn.2d 185, 234 P.3d 205 (2010); *see also Washington Greensview Apt. Associates v. Travelers Property Cas. Co.*, 173 Wn. App. 663, 676, 295 P.3d 284 (2013).

receiving a post-judgment setoff for PIP payments that they did not make and that are not treated as having been made on their behalf, and Gilbert objectively manifested her refusal to settle the disputed issues regarding PIP reimbursement with Allstate.

Third, *McGuire* simply does not address the issue of whether a non-party PIP insurer can use a tortfeasor, which it represents under a liability policy, CR 68 offer to avoid well-established law and to violate the CPA, IFCA, and insurance regulations.

While *Jenbere* actually involves CR 68, it facts are also, and similarly, distinguishable from this case. Additionally, *Jenbere* does not address the issue of whether non-party PIP insurers can use CR 68 offers in cases against their liability insureds to avoid application of well-established law and to violate the CPA, IFCA, and insurance regulations. Furthermore, *Jenbere's* discussion of attorneys fees was limited to those fees that the defendant could be obligated to pay to the plaintiff. In this case, under no circumstances would the Blyths be obligated to pay Gilbert *Mahler* legal expenses. Moreover, *Jenbere* does not support giving non-party insurers an extreme tactical advantage to increase a plaintiff's risk at trial nearly three-fold to obtain a favorable verdict[39] or to receive payment

[39] A CR 68 offer is not a private agreement, but rather confers a "tactical advantage" to the offeror and places the offeree in a difficult position because if the judgment obtained is not more than the offer, the offeree must pay the offeror's costs incurred after making

of only 37 percent of the judgment.[40] Finally, *Jenbere* does not address the circumstance in this case where the parties objectively manifested mutual assent to judgment being entered in the amount of $55,249, but there was no objective manifestation of mutual assent that the Blyths are entitled to a post-judgment setoff.[41]

Settlement of a tortfeasor's liability is separate from settlement of a PIP reimbursement dispute. Presumably all agree the Blyths have no tenable legal grounds for a post-judgment setoff for the PIP benefits paid by Gilbert's non-party insurer USAA. There is nothing in the *Jenbere* or *McGuire* opinions that establish tenable legal grounds for the Blyths to obtain a post-judgment setoff the PIP benefits paid by non-party Allstate simply because Allstate is also their liability insurer.

The Blyths attempt to characterize Gilbert's objection to a setoff as "a subjective intent"[42] defies reason. Gilbert explicitly stated in her notice of acceptance that while she accepted the Blyths' offer to have judgment

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the offer. *See Washington Greensview*, 173 Wn. App. At 672-73. In this case, Gilbert sought clarification from Blyth as to her risk at trial, and Blyth confirmed Gilbert needed to obtain a judgment more favorable than $55,249 at trial or incur the penalty of paying Blyths' costs. CP 20-21. The sum of $55,259 is 2.7 times (nearly three-fold) the sum of $20,249.

[40] In essence, the Blyths seeks a 63 percent discount because $20,249 is only 37 percent of the judgment amount the Blyths offered to have entered against them.

[41] Although both parties mutually assented to judgment in the amount of $55,249 being entered against the Blyths, if the appellate court finds there was no acceptance under CR 68 because the terms of the offer and acceptance with regards to setoff/offset differ, then the remedy is to vacate the judgment and remand as if the offer had not been presented. *See Hodge v. Development Services of America*, 65 Wn. App. 576, 583, 828 P.2d 1175 (1992).

[42] Brief of Respondent at 13.

entered against them for $55,249.00, "[d]efendants are not entitled to an offset of the judgment because paid no sums to Plaintiff[,]" and "Plaintiff does not agree to enter into an agreement with Allstate regarding disputed issues related to PIP benefits paid by Allstate." CP 34. The reasonable meaning of the words Gilbert used in the notice cannot be ignored, and there are no tenable grounds for the trial court to ignore the explicit language of Gilbert's notice of acceptance.[43] Accordingly, the order regarding offset should be reversed.

E. Gilbert is entitled to her attorney fees on appeal under *Olympic Steamship* and *Matsyuk*.

Pursuant to RAP 18.1, Gilbert asks the Court of Appeals for an award of her attorney fees on appeal pursuant to *Olympic Steamship*[44] and *Matsyuk*.[45] The Blyths' objection fails to address *Matsyuk*,[46] despite the Blyths' concession that this case presents the same factual situation[47] and Gilbert's express request for fees under *Matsyuk*. Further, the Blyths offer no reasons why application of the holding in *Matsyuk* which awarded *Olympic Steamship* fees should not apply in this case. Finally, the Blyths mistakenly cite *Mahler* to support their objection yet fail to inform the

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[43] *See Hodge v. Development Services of America*, 65 Wn. App. 576, 583, 828 P.2d 1175 (1992).
[44] *Olympic Steamship Co. v. Centennial Ins. Co.*, 117 Wn.2d 37, 811 P.2d 673 (1991).
[45] *Matsyuk*, 173 Wn.2d at 658-62.
[46] Brief of Respondents at 19-20.
[47] *Id.* at 15.

court in their brief that *Matsyuk* expressly addressed and rejected a similar argument and reliance upon *Mahler*:[48]

> But before *Woodley*,[49] the court in *Mahler* suggested that cases such as these do not involve a coverage dispute, but rather a dispute about the value of the right to reimbursement, for which *Olympic Steamship* fees are not appropriate. *Mahler*, 135 Wn.2d at 430-32, 957 P.2d 966 P.2d 305 (concluding that the dispute between Mahler and State Farm was not a coverage dispute, but rather a dispute about the value of the right to reimbursement). *Woodley* did not discuss this portion of *Mahler*, nor has it been relied upon since.
>
> As a matter of construction, when there is conflicting case law, *Woodley* should control, as this court's more recent pronouncement on the subject. *See Lunsford v. Saberhagen Holdings, Inc.*, 166 Wn.2d 264, 280, 208 P.3d 1092 (2009)(observing "[a] later holding overrules a prior holding sub silentio when it directly contradicts the earlier rule of law.").[50]

The court in *Matsyuk* goes on to discuss the reasons why *Olympic Steamship* applies when a PIP insured is forced by a PIP insurer to engage in litigation to obtain full coverage benefits, which include the right to be fully compensated/made whole and to receive pro rata legal expenses incurred to create a common fund.[51] For these same reasons, to which the

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[48] Brief of Respondents at 20.
[49] *Safeco Ins. Co. v. Woodley*, 150 Wn.2d 765, 82 P.3d 660 (2004).
[50] *Matsyuk*, 173 Wn.2d at 658-59.
[51] *Id.* at 659-60.

Blyths offer no objection, Gilbert is entitled to an award of her reasonable attorney fees, including on appeal, under RAP 18.1, *Olympic Steamship*, and *Matsyuk*.

III. CONCLUSION

As a matter of fact, the Blyths did not pay any sums to Gilbert entitling them to a post-judgment setoff. As a matter of law, the PIP benefits paid by non-party Allstate are not treated as is having been made by the Blyths entitling them to a post-judgment setoff. Gilbert consistently and objectively manifested her objection to a post-judgment setoff or offset and her refusal to settle the PIP reimbursement dispute with non-party Allstate. Moreover, the PIP reimbursement dispute was not properly before the trial court and there is no tenable basis to conclude Gilbert was fully compensated/made whole and that Allstate is not required to pay its pro rata share of legal expenses if she was. For the above reasons, the Court of Appeals should reverse the order regarding offset, award Gilbert *Olympic Steamship* fees, and remand for further proceedings consistent with its opinion.

RESPECTFULLY SUBMITTED this 3rd day of June, 2016.

Sustainable Law, PLLC
Attorney for Appellant

By _____

Barbara J. Rhoads-Weaver,
WSBA No. 34230
P.O. Box 47
Vashon, WA 98070
Telephone: (206) 259-5878
Fax: (206) 260-3469
E-mail: barb@sustainablelawpllc.com

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Douglas F. Foley
Douglas Foley & Associates, PLLC
Park Tower Five
13115 NE 4th St., Ste. 260
Vancouver, WA 98684
Doug.foley@dougfoleylaw.com

Declared under penalty of perjury under the laws of the State of Washington and executed at Vashon, Washington, this 3rd day of June, 2016.

Barbara J. Rhoads-Weaver

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